

AMENDED AND RESTATED
PROMISSORY NOTE

2012 APR -3 PM 3:16

\$4,000,000.00

The District of Columbia
June 30, 2011

As of October 18, 2010, the Republican National Committee, an unincorporated association with an office and principal place of business in the District of Columbia (the "Borrower") executed in favor of Branch Banking and Trust Company, a North Carolina corporation (the "Bank"), that certain Promissory Note (the "Original Note"), payable to the order of the Bank, which evidenced a secured line of credit (the "Loan") in the maximum principal amount of up to Five Million Dollars and 00/100ths (\$5,000,000.00).

As of the date hereof, Borrower has requested that the Bank (i) extend the time for repayment of the outstanding balance of the Loan, and (ii) make certain other modifications and amendments to the terms, conditions, and provisions of the Original Note and any and all other documents evidencing, securing and/or guarantying the Loan (collectively, the "Loan Documents"), and the Bank is prepared to offer such extension and consent to such other modifications and amendments (collectively, the "Extension") upon and subject to the terms and conditions set forth herein and in the Amended and Restated Promissory Credit and Security Agreement (the "Agreement") dated as of even date herewith.

This Amended and Restated Promissory Note (this "Note") amends, restates, renews, extends and modifies the Original Note, without being or constituting a novation, cancellation or termination of the Loan or the indebtedness evidenced thereby.

Borrower and the Bank have agreed to amend and restate the Original Note into this Amended and Restated Promissory Note.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Original Note is hereby amended and restated in its entirety, without the same being deemed to be a cancellation or extinguishment of the indebtedness evidenced and secured thereby, or a novation thereof. The Agreement shall hereafter read as set forth below, this Preliminary Statement being incorporated into the Agreement for all purposes hereunder, as if fully set forth in the body of the Agreement:

FOR VALUE RECEIVED, the undersigned, Republican National Committee, an unincorporated association with an office and principal place of business in the District of Columbia (the "Borrower") promises to pay to the order of Branch Banking and Trust Company, a North Carolina corporation (the "Bank"), at its offices at 1909 K Street, NW, Washington, DC 20006, the principal amount of Four Million Dollars and 00/100th Dollars (\$4,000,000.00), together with such other amounts as may be outstanding and payable to the Bank from time to time pursuant to the Agreement, together with interest on any and all principal amounts remaining unpaid hereunder from time to time, all upon the terms and conditions set forth herein and in the Agreement.